



AMBERPHARM®

## Terms of service

General Terms and Conditions for the offer, use and business transactions under [www.amberpharm.de](http://www.amberpharm.de) and all subdomains belonging to this domain.

### 1. General

1.1 The contractual partner for all orders placed via the online shop under the aforementioned domain is:

Amberpharm GmbH  
Otto-Hahn-Straße 8  
25813 Husum North Sea  
Hereinafter referred to as "Amberpharm".

### Legal information on alternative dispute resolution

The EU Commission has provided a platform for out-of-court dispute resolution. This gives consumers the opportunity to resolve disputes in connection with their online orders without the need to go to court. The dispute resolution platform can be accessed via the external link <https://www.ec.europa.eu/consumers/odr>.

We would like to settle differences of opinion on the service we provide amicably and out of court. However, we are not obliged to take part in a conciliation procedure and unfortunately cannot offer you the opportunity to take part in such a procedure.

1.2 The domain [www.amberpharm.de](http://www.amberpharm.de) is operated by Amberpharm.

1.3 The business transaction and delivery shall be carried out exclusively in accordance with the present General Terms and Conditions. Any conflicting or deviating General Terms and Conditions of Business shall not apply. The processing of personal data is regulated in a separate data protection declaration, which can be accessed [here](#).

1.4 "Customers" in the sense of these GTC are consumers and entrepreneurs.

1.5 "Consumers" in the sense of these GTC are natural persons for whom the purpose of the business transaction cannot be attributed to a commercial, independent or freelance activity.

1.6 "Entrepreneurs" within the meaning of these GTC are natural or legal persons or partnerships with legal capacity who act for commercial, independent or freelance purposes.

1.7 You can view our Terms of Service on [www.amberpharm.de](http://www.amberpharm.de) under "Terms of Service". You can also print or save the Terms of Service by clicking [here](#).

## **2. Registration**

2.1 By registering and agreeing to these terms and conditions, the privacy policy and a credit check, you can create a customer account at [www.amberpharm.de](http://www.amberpharm.de). You must be of legal age for this. There is no entitlement to a customer account with Amberpharm.

2.2 You are obliged to keep your registration data up to date at all times and to update it in case of changes (e.g. relocation, marriage etc.). You are responsible for providing true and complete information when entering your personal data required for registration. You are obliged to treat your personal access data confidentially and not to make them available to any unauthorized third party.

2.3 When registering, you provide your name, address and a password. The password must be kept secret and must be sufficiently complex. Confirmation of the registration follows immediately after sending the registration.

2.4 Your customer account is not transferable and may only be used by you personally. Re-registration after cancellation of your customer account by Amberpharm is prohibited.

2.5 We are not obliged to accept a registration or the order of a registered customer. We are also not obliged to keep our offer permanently available. Already confirmed orders remain unaffected.

2.6 You have the opportunity to submit evaluations and customer opinions on individual products. Your customer's opinion will be displayed for the specific product and will show your first name, your city and the date on which the opinion was written. Your e-mail address will not be displayed. You are solely responsible for all content that you post. Content posted by you must not violate the rights of third parties or legal regulations. The publication of links in the comments is prohibited. You have no right to store or publish your posted content. An editorial control or review of the customer opinions sent by you does not take place. You are obliged to refrain from any disturbance of the web pages or further use of the accessible data outside the respective platform-internal intended use. Manipulations with the aim of obtaining unauthorized payments or other advantages to our disadvantage can, in addition to legal consequences, in particular also lead to the loss of the member account as well as the right of use.

2.7 The customer account entitles you exclusively to use our online shop for your own non-commercial purposes.

2.8 You are not entitled to maintain several customer accounts at the same time. We reserve the right to delete multiple customer accounts and to warn or notify customers who violate the aforementioned provisions or to delete or modify content.

2.9 In your password protected customer account you can view your orders and the status of your current orders as well as manage your address data, payment data and newsletter settings.

### **3. Conclusion of the contract**

3.1 The online shop is available in German. The offer in the online shop is directed exclusively at natural persons of full age, as well as legal entities and trading companies. The submission of an order requires that you have a customer account with Amberpharm.

3.2 All offers of goods presented by us are subject to change - also with regard to prices - and are merely non-binding invitations to the customer to submit a purchase offer.

3.3 The selected goods are collected in the shopping cart. After entering the payment and shipping information, you make a binding offer to purchase the items in the shopping cart by clicking on the "buy now" button. Before the binding submission of the order, you have the opportunity to check the correctness of your information and correct it if necessary. We confirm the receipt of the order immediately after sending the order by an automatic confirmation of receipt e-mail. However, this e-mail does not yet represent a binding acceptance of the offer, it only serves to inform you about the technically correct transmission of the order.

3.4 A binding contract is only concluded when the goods are dispatched. We will inform you about the dispatch with another dispatch confirmation e-mail. You can view your current orders in your customer account.

3.5 The delivery of the ordered goods will only take place after the full amount has been credited to our account.

3.6 A purchase for the purpose of commercial resale is not permitted. Any industrial or commercial resale of the purchased goods without our prior consent is prohibited. We reserve the right to exclude you from purchasing our goods in the future in the event of a breach of this provision.

3.7 The contract text is not stored together with the orders.

### **4. Availability, prices**

4.1 We are not obliged to keep the offer permanently available. We do not assume any procurement risk, not even in the case of a purchase contract for a generic product. The scope of our delivery obligation is limited to the goods in stock.

4.2 The range of goods on offer may differ in colour and design from the illustrations in the online shop.

4.3 The prices listed in the online shop at the time of ordering shall apply. The prices stated are final prices, i.e. they include the currently valid German statutory value added tax of currently 19% and other price components. If, contrary to all efforts, price quotations are incorrect in individual cases, we will immediately notify you of the incorrect representation and offer you the opportunity to decide whether you wish to retain the prices quoted in the order at the corrected price or withdraw your offer. If you have not decided within 7 working days, we will cancel the order and inform you by e-mail.

4.4 If the goods are not available or longer delivery delays are foreseeable, any advance payments will be refunded. In this case you will be informed about the delivery difficulties by e-mail.

## 5. Payment, delivery

5.1 We offer the following payment methods: invoice, payment by instalments, IMMEDIATELY bank transfer, credit card, direct debit and PayPal. How you would like to pay, you determine anew with every order.

5.2 If you use the payment system of an external service provider such as PayPal, you must comply with their terms and conditions.

5.3 In cooperation with [Klarna](#) we offer the following payment options. The payment is made to Klarna in each case:

Klarna invoice: Payable within 14 days from date of invoice. The invoice will be issued when the goods are dispatched and sent by e-mail. You can find the invoice conditions [here](#).

Klarna hire purchase: With Klarna's financing service you can pay for your purchase flexibly in monthly instalments of at least 1/24 of the total amount (but at least EUR 6.95). For more information about Klarna Instalment Purchase including the General Terms and Conditions and the European Standard Information for Consumer Credit, [click here](#).

Instant bank transfer

Credit card (Visa Card / Master Card / American Express Card)

Direct debit

The payment options are offered within Klarna Check Out. For more information and the terms of use for Klarna Check Out, please [click here](#). General information about Klarna can be found [here](#). Your personal data will be treated by Klarna in accordance with the applicable data protection regulations and in accordance with the information in [Klarna's Privacy Policy](#).

5.4 We only accept payments from accounts within the European Union. We do not assume the costs of a money transaction under any circumstances.

5.5 The risk of accidental loss and accidental deterioration of the goods shall pass to consumers in the case of mail-order purchases when the goods are handed over to the consumer or a recipient specified by the consumer, irrespective of whether or not the shipment is insured. Otherwise, the risk of accidental loss and accidental deterioration of the goods shall pass to the buyer upon delivery, in the case of mail order purchases upon delivery of the goods to the carrier or other person or institution designated to carry out the shipment.

5.6 We are entitled to make partial deliveries if this is reasonable for the customer. We are not obliged to make partial deliveries.

5.7 In the event of circumstances affecting the delivery due to force majeure, our delivery time shall be extended accordingly. Strike, lockout, lack of supply by subcontractors, official interventions as well as all other hindrances, which, from an objective point of view, have not been culpably brought about by us, are equivalent to force majeure. We will inform you immediately of the beginning and end of such hindrances. If the hindrance in the aforementioned cases lasts for a period of more than 4 weeks after the originally applicable delivery times, you are entitled to withdraw from the contract. There are no further claims, in particular for damages.

5.8 If you make use of your right of revocation, we shall assume the regular costs of the return shipment.

## **6. Legal right of withdrawal**

As far as you have concluded the contract as a consumer, you are entitled to the legal right of withdrawal described in detail below.

### Right of withdrawal

You can revoke your contractual declaration within 14 days without giving reasons. The time limit begins after receipt of this notification in writing, but not before receipt of the goods by the recipient (for recurring deliveries of similar goods not before receipt of the first partial delivery). To exercise your right of revocation, you must inform us by means of a clear statement (e.g. a letter, fax or e-mail sent by post) of your decision to revoke this contract. You can use the sample revocation form for this purpose, but this is not mandatory. If you make use of this option, we will immediately (e.g. by e-mail) send you a confirmation of receipt of such a revocation. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the end of the revocation period.

The revocation must be addressed to:

Amberpharm GmbH  
Otto-Hahn-Str. 8  
25813 Husum North Sea

## **Cancellation policy & consequences of cancellation**

In the event of an effective revocation, the services received by both parties must be returned within fourteen days from the day on which you inform us of the revocation of this contract and any benefits derived (e.g. interest) must be surrendered. We reserve the right to refuse repayment until we have received the goods back or until proof of return shipment has been provided. Please note that we only take back complete, originally packed, unused items and any sets. We therefore recommend that you have a skin/skin type test and test products before you buy. Take care not to remove attached labels and tags and not to soil the items. Items that cannot be sent by parcel post will be collected from you.

### **End of the cancellation policy**

Special note: According to § 312g Abs. 2 Satz 1 Nr. 3 BGB, the right of withdrawal does not apply to contracts for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene, if their seal has been removed after delivery.

A sample revocation form can be downloaded [here](#).

## **7. Retention of title**

The goods remain our property until full payment has been made.

## **8. Warranty rights**

For all goods from our shop there are legal warranty rights. Should the goods delivered by us be defective, you can, within the framework of the legal regulations, choose to demand either the removal of the defect or the delivery of goods free of defects (supplementary performance). If the supplementary performance fails, you can reduce the purchase price or, in case of a considerable defect, withdraw from the contract.

## **9. Promotion vouchers**

Promotional vouchers are vouchers that we issue as part of advertising campaigns with a certain period of validity. Promotional vouchers cannot be purchased. Promotional vouchers are only valid for [www.flaconi.de](http://www.flaconi.de) and only during the specified period. We may exclude individual brands or items from the voucher promotion. Promotional vouchers can only be redeemed once during an order process. The value of goods must be at least the amount of the promotion voucher. A refund of any remaining credit is not possible for administrative reasons. You can only redeem a promotion voucher before the end of an order process. A subsequent settlement is not possible. We do not pay out the credit balance of a promotion voucher in cash, nor do we pay interest on it. If the credit balance of a promotion voucher is not sufficient for the order, the difference can be balanced with the offered payment options. The promotion voucher will not be refunded if goods are returned in whole or in part if the promotion voucher was issued as part of a promotional campaign and no consideration was given for it. You are not entitled to transfer promotion vouchers to third parties. You are not entitled to combine several promotion vouchers.

## **10. Gift vouchers**

Gift vouchers are vouchers that you can purchase. Gift vouchers can be used to purchase items from the online store at [www.amberpharm.de](http://www.amberpharm.de). Gift Certificates cannot be used to purchase additional Gift Certificates. The balance of a Gift Certificate will not be redeemed for cash or bear interest. Gift certificates can only be redeemed before the order process is complete. Gift Certificates and credits cannot be redeemed later. You can only cancel the purchase of a gift certificate if the gift certificate has not yet been redeemed. A gift voucher is deemed to be redeemed when it has been cleared against an order or credited to a credit account. If the credit balance of a gift voucher is not sufficient for the order, the difference can be balanced with the offered payment options. Promotional vouchers cannot be used to purchase gift vouchers. More than one gift voucher can be used for one order. Gift Certificates can be combined with one Promotional Gift Certificate per order. To redeem Gift Vouchers in your account or to view your existing balance, please visit your account at [www.amberpharm.de](http://www.amberpharm.de). We accept no liability for loss, theft or illegibility of gift certificates through no fault of our own. Likewise we do not take over adhesion with spelling mistakes in the email address of the coupon receiver. The gift voucher is transferable. It is not permitted to copy, edit or manipulate the gift vouchers. It is also not permitted to use the gift vouchers for commercial purposes. Please note that you will not receive free samples or encores when purchasing a gift certificate. You will receive these when you redeem the gift voucher.

## **11. Liability**

11.1 We, our legal representatives and vicarious agents shall only be liable for damages other than those resulting from injury to life, body and health if such damages are based on intentional or grossly negligent acts or on culpable violation of an essential contractual obligation by us or our vicarious agents. An essential contractual obligation is an obligation whose fulfilment is

essential for the proper execution of the contract and on whose observance you may regularly rely. Any further liability for damages is excluded.

Claims arising from a guarantee given by us for the quality of the goods and from the Product Liability Act remain unaffected by this. In the event of a breach of fundamental contractual obligations, Amberpharm is only liable for the foreseeable damage typical of the contract, if this was caused by negligence, unless claims for damages arising from injury to life, body or health are involved.

11.2 According to the current state of the art, data communication via the Internet cannot be guaranteed to be error-free and/or available at all times. We are therefore not liable for the constant availability of the offer at [www.amberpharm.de](http://www.amberpharm.de).

## **12. Set-off / Right of retention**

You are only entitled to offsetting if your counterclaims have been legally established or recognised by Amberpharm. Furthermore, you are only authorised to exercise a right of retention if your counterclaim is based on the same contractual relationship.

## **13. Copyright and trademark rights**

Please note that the contents of the online shop, in particular the photographs, illustrations and descriptions are largely protected by copyright or trademark law. Any use of the contents that goes beyond searching or purchasing in the online shop may infringe the rights of third parties or the rights of Amberpharm and may result in legal consequences such as injunctive relief and claims for damages.

## **14. Applicable law**

The legal relationship between you and Amberpharm is subject to the laws of the Federal Republic of Germany. The provisions of the Vienna UN Sales Convention do not apply. The same applies to any other intergovernmental agreements, even after their adoption into German law. In the case of contracts with consumers, this choice of law only applies to the extent that the protection granted by mandatory provisions of the law of the state in which the consumer has his or her habitual residence is not withdrawn.

## **15. Place of jurisdiction**

The place of business of Amberpharm (Husum) is agreed as the exclusive place of jurisdiction for merchants, legal entities under public law or special funds under public law. In this case we are also entitled to take legal action at the customer's place of business.

## **16. Amendment of the general terms and conditions**

We are entitled to unilaterally amend these General Terms and Conditions of Business - insofar as they have been introduced into the contractual relationship with the customer - insofar as this is necessary to eliminate any subsequent equivalence problems or to adapt them to changed legal or technical conditions. We will inform you about the corresponding adaptation by informing you of the content of the changed regulations. The amendment shall become part of the contract unless you object to its inclusion in the contractual relationship with us in writing or text form within six weeks of receipt of the notification of amendment.

## **17. Severability clause**

Should a provision of this contract be or become invalid, the validity of the rest of the contract shall not be affected. The invalid provision shall be replaced by the respective legal regulation. The same applies in the event of a loophole.